

PART I – THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION
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G-1 CORRESPONDENCE PROCEDURE

The DOE Assistant Manager for Science and Technology (AMT) has the lead responsibility for oversight and administration of the programs and activities conducted by the Laboratory. To promote timely and effective administration, correspondence submitted under this contract shall be subject to the following procedures. All correspondence with direction provided to the Laboratory shall be prepared for signature by either the DOE Contracting Officer, for items that are contractual in nature; or one of the Contracting Officer's Representatives (COR) within the DOE Assistant Manager for Science and Technology (AMT) organization. Contracting Officer's Representatives shall be designated in writing by the Contracting Officer. The designation letters will include the COR's authority, responsibility and limitations.

- (a) Performance of the work under this contract shall be subject to the technical direction of the COR. The COR shall provide:
 - (1) directions to the Contractor that redirect the contract effort (change control), shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
 - (2) provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description.
 - (3) review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the Statement of Work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that does the following:
 - (1) constitutes an assignment of additional work outside the Statement of Work;
 - (2) constitutes a change, as defined in the contract clause entitled "Changes," which requires an adjustment of the estimated cost and/or fee;
 - (3) changes any of the express terms, conditions, or specifications of the contract; or
 - (4) interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provision of this clause.
- (e) If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in paragraphs (b)(1) through (b)(4) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 10 working days after

receipt of any such instructions or direction and shall request the Contracting Officer to modify the contract accordingly. On the basis of the most accurate information available to the Contractor, the notice shall state:

- (1) the date, nature, and circumstances of the conduct regarded as a change;
- (2) the name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) the identification of any related documents provided by the COR and documentation of any oral communication involved in such conduct;
- (4) in the instance of alleged acceleration of schedule performance or delivery, the cause of this acceleration;
- (5) the particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including:
 - (i) what contract line items have been or may be affected by the alleged change;
 - (ii) what labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) to the extent practicable, what delay and disruption in the manner and sequence of performance, and effect on continued performance, have been or may be caused by the alleged change;
 - (iv) what adjustments are estimated to contract costs, delivery schedule, and other provisions affected by the alleged change;
- (6) the Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance. Upon receiving the notification from the Contractor, the Contracting Officer shall do one of the following:
 - (i) advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract and does not constitute a change under the "Changes" clause, which requires an adjustment of estimated cost and/or fee;
 - (ii) inform the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
 - (iii) advise the Contractor within a reasonable time that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this subsection.

- (f) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the Statement of Work of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the contract clause entitled "Disputes."

G-2 MODIFICATION AUTHORITY

As stated above and notwithstanding any of the other provisions of this contract, a Contracting Officer shall be the only individual on behalf of the Government authorized to:

- (a) Accept non-conforming work;
- (b) Waive any requirement of this contract; or
- (c) Modify any term or condition of this contract.

